

<b>SOLICITATION AND OFFER</b>				1. [BLANK]				Page 1 of 26						
2. CONTRACT NUMBER			3. SOLICITATION NUMBER OPR06000024			4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			5. DATE ISSUED 01/19/2006			6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY Office of Finance & Procurement 359 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.						CODE OFFP		8. ADDRESS OFFER TO (If other than item 7)						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".														
<b>SOLICITATION</b>														
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L of RFP for details</u> until <u>2:00 PM</u> local time <u>03/10/2006</u> (Hour) (Date)														
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME Jim Tiani			B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT. 202      225-7158			C. E-MAIL ADDRESS james.tiani@mail.house.gov					
<b>11. TABLE OF CONTENTS</b>														
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES								
X	A	SOLICITATION/CONTRACT FORM			1	X	I	CONTRACT CLAUSES			18-20			
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.								
X	C	DESCRIPTION/SPECS./WORK STATEMENT			5-6	X	J	LIST OF ATTACHMENTS			21			
X	D	PACKAGING AND MARKING			7	PART IV - REPRESENTATIONS AND INSTRUCTIONS								
X	E	INSPECTION AND ACCEPTANCE			8	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			22-23			
X	F	DELIVERIES OR PERFORMANCE			9-11									
X	G	CONTRACT ADMINISTRATION DATA			15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			24-25			
X	H	SPECIAL CONTRACT REQUIREMENTS			16-17	X	M	EVALUATION FACTORS FOR AWARD			26			
<b>OFFER (Must be fully completed by offeror)</b>														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)				10 CALENDAR DAYS ( % )		20 CALENDAR DAYS ( % )		30 CALENDAR DAYS ( % )		CALENDAR DAYS ( % )				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)								
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE					
<b>AWARD (To be completed by Government)</b>														
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION						
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]								23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE					
IMPORTANT - Award will be made on this Form or by other authorized official written notice.														

Line Item Summary		Document Number	Title			Page
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
Contact Person Jim Tiani 202-225-7158						
0001	Cost per meal inclusive of snacks and beverage	(04/01/2006 to 03/31/2007)	0.00	ea	\$ _____	\$ _____
	See Section J Attachment 1 for detailed pricing. Start date is approximate. Base year of contract.					
0002	Cost per meal inclusive of snacks and beverage		0.00	ea	\$ _____	\$ _____
	Option year 1					OPTION PERIOD
0003	Cost per meal inclusive of snacks and beverage		0.00	ea	\$ _____	\$ _____
	Option year 2					OPTION PERIOD

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVES

#### **1.General**

The United States House of Representatives Child Care Center, commonly known as HRCCC, has been providing full-day, year-round quality child care for children (10 weeks to 5 years of age) of the Members of the House of Representatives, their staffs and House support personnel since 1987. Accredited by the National Association for the Education of Young Children, the Center Program is based on the philosophy that babies and children thrive in a warm, safe, nurturing environment that provides for their growth intellectually, emotionally, physically, and socially. The facility has 5 classrooms, a large multi-purpose room, a playground area, a creative play theater, a state-of-the-art security system, a fenced guarded entrance. The facility does not have a kitchen or work preparation area.

#### **2. Statement of Objectives:**

The House of Representatives Child Care Center (HRCCC) is seeking a contractor to provide between 55-60 catered lunches five days a week along with the appropriate amount of gallon jugs of milk. Four of the days must be hot lunches and the remaining day may be a cold lunch. (Infants are not included in this program). We are seeking variety in all aspects of the meals.

In the Technical section of your proposal please described how you will prepare, contain, deliver and sustain the food to meet the United States Department of Agriculture (USDA) guidelines for children as well as addressing the deliverables, objectives, and questions below:

#### **Deliverables & Objectives**

- 1) Provide 55-60 lunches five days a week, with hot lunches four days a week, along with gallon jugs of milk, to support the 55-60 meals.
- 2) Include option with and without morning and afternoon snacks.
- 3) Food delivered and Menu delivered must meet USDA guidelines for young children.
- 4) Food must be delivered by 10:30am. Final serving is at 12:30pm. Specify method of delivery.
- 5) After you deliver the meals, please advise what equipment will be provide or what method is to be utilized to ensure that the food remains hot?
- 6) Do you provide a means of disposal for the garbage from the meals? If yes, explain
- 7) Will meals be prepared family style or individual trays?
- 8) Vendor needs to be flexible as to the number of meals ordered. What is the advance time required to change the number of meals provided?
- 9) All of the meals (and snacks) must be nut-free.
- 10) Meals (and snacks) must include fresh fruit.

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- 11) State whether the vegetables are fresh, frozen, or canned, do we have a choice? If yes, is there a cost difference and please identify?
- 12) State whether organic is an option? If yes, is there a cost difference?
- 13) Are vegetarian meals available? Is there a cost difference?
- 14) Is there a seasonality of meals? If yes, explain.
- 15) Do you provide a field trip / bag lunch option, and how much advance notice is required?
- 16) We would like on a monthly (or on more frequent basis) for you to provide nutritional information, including list of additives, preservatives, and common allergens on the foods you are providing.
- 17) Company must meet local food inspection guidelines as well as providing last five Health Inspection Reports.
- 18) Your delivery personnel must be willing and able to go through the House's security checks.
- 19) Please provide a two week sample meal plan including snacks.
- 20) What is your process for special meal requirements?
- 21) If any meals/snacks are found to be deficient and/or damaged they will be rejected and the contractor will either replace (that same day) or a credit will be issued to the House for the meal.
- 22) Based upon childcare enrollment the COR reserves the right to adjust the number of meals, snacks, beverage required.

### **Schedule**

The HCCC is open 5 days a weeks and follows the Federal Holiday Schedule. Additionally, it is closed the week between Christmas and New Years, as well as having 3 in service teacher days throughout the year when no meals will be necessary. See Section J Attachment 2, Calendar schedule for 2006.

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## SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

D.2 HC.4.005 PACKAGING AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with USDA Health Standards.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

- a. Inspection and acceptance of the product furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the product provided conform in all respects to the contract specifications as well as USDA Health Standards. Products which upon quality assurance reviews/spot checks are found not to be in conformance with contractual specifications shall be promptly rejected. Contractor shall be required to provide replacement meals, snacks, and or beverages at "no cost" that same day or a credit will be issued to the House. Deficiencies reported shall be documented and the Contractor shall provide a written report to the COR identifying the corrective measures to be taken to prevent a re-occurrence. This report is due to the COR within 5 days of the reported occurrence.
- b. Written notification of negative quality assurance review results will be furnished within thirty (15) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.



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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance will be for one year, with two one year renewal options. However, there will be an initial 60 trial period, at which time the House will assess the success of the program and decide whether to proceed or terminate the service.

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
  - (b) Specifying the reasons for debarment;
  - (c) Stating the period of debarment, including effective dates; and
  - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

#### F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

#### F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

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Ford House Office Building located 3rd and D Street SW, Washington, D.C.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP) as prescribed in Section 11 of the Procurement Instructions for the U.S. House of Representatives. This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

### G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

#### a. Contracting Officer (CO):

Barbara Burkhalter  
Office of Finance and Procurement  
Room 331, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515

Telephone: (202) 225-1821

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

#### b. Contracting Officer's Representative (COR):

TBD  
Name:  
Title:  
Address:

Phone:  
Fax:  
E - mail:

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1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Jim Tiani  
Office of Finance and Procurement  
Room 356, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515

(p)202-225-7158  
(f) 202-226-2214  
E-mail james.tiani@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

### G.3 HC.7.006 CONTRACT STATUS AND REVIEW MEETING FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

### G.4 HC.7.005 PERFORMANCE MEASUREMENTS FEBRUARY 2005

a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted as established by the COR. The status report shall include as a minimum:

1. Reporting Period
2. Contractor's Program Manager's Name
3. number of meals provide, bag lunches, special meals etc:
4. Outstanding Issues (Feedback from customers)

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b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

## G.5 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at [www.house.gov/finance](http://www.house.gov/finance) for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. The House does not pay federal, state or local taxes unless mandated by law.

d. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

## G.6 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

## G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal

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from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

#### **G.8 HC.7.010 POST AWARD CONFERENCE**

**FEBRUARY 2005**

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

#### **G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE**

**FEBRUARY 2005**

a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

#### **G.10 HC.7.025 RELEASE OF CLAIMS**

**FEBRUARY 2005**

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK MAY 2001

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### H.4 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Please go to [www.house.net.gov/cao-opp/currentsol](http://www.house.net.gov/cao-opp/currentsol) to obtain the Affirmation of Non Disclosure Form

### H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001



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The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

#### H.7 HC.8.022 PAYMENT FOR NON-PERFORMANCE

AUGUST 2002

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the Contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus 15% administrative fee from the Contractor.

#### H.8 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

#### H.9 HC.8.024 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

JUNE 2002

Unless separately priced and awarded, the cost of all local (Washington, D.C. metropolitan area) services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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## SECTION I -- CONTRACT CLAUSES

### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within then (10) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.4 HC.9.005 DISCRETIONARY CONTRACT - IDIQ MAY 2001

Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle.

### I.5 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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**I.6 HC.9.007 ORDER OF PRECEDENCE**

**MARCH 2002**

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

**I.7 HC.9.019 BUY AMERICAN**

**MARCH 2003**

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

**I.8 HC.9.013 GRATUITIES**

**JUNE 2002**

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

**I.9 HC.9.009 COMPLIANCE WITH ALL LAWS**

**JUNE 2002**

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Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by contractor of items which do not meet the requirements of any applicable laws or regulations.

#### **I.10 HC.9.012 TERMINATION**

**JUNE 2002**

The House has the right to terminate this order in whole or in part at any time with 10 days written notice to the contractor. In such event, contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by contractor for disposition in accordance with the House's written instructions. Notwithstanding the foregoing, the House reserves the right to cancel all or any part of the undelivered portion of this order, without liability, in addition to the House's other rights and remedies, if contractor breaches any of the terms and conditions herein.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENT

<b><u>Item #</u></b>	<b><u>Description</u></b>	<b><u>Pages</u></b>
1	Pricing Sheet	1
2	2006 Holiday Schedule	1

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Brief business history.
- d. Financial data Profit & loss and balance sheet for past three years.
- e. Key point of contact (POC) list and telephone number.

### K.3 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.4 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within \_\_\_\_\_ calendar days after receipt of the offer.

### K.5 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

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\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

K.6 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

#### **Part I**

Section A of RFP. The offeror shall insert Section A (page 1) of this solicitation with all required/applicable blocks completed. Section B Price Schedules. Offeror shall complete Section B (page 2 of the proposal and Section J, Attachment 1) and provide a proposed price which will address all requirements as well as others the offeror may wish to propose.

#### **Part II**

Section G Contract Administration". Offeror shall complete the required sections of Section G. Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.

Technical Proposal - explain technically how deliverables will be accomplished. Specifications must comply with Section C. Alternate/innovative recommendation should be thoroughly explained in this section.

Management approach, past performance and establish service levels should be thoroughly explained.

Corporate capabilities on your ability to perform this work and pertinent experience and qualification in conducting similar services as stated in the solicitation, should be addressed. Offeror shall provide references for three current or recent (within three years) customers and three past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number and email address if available.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall **email their proposal** in MS Word format or PDF of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. Please email your proposal to **james.tiani@mail.house.gov** with a copy to **lawrence.toperoff@mail.house.gov**. Offer must email proposal by time and date as identified in block 9 of page 1 to above listed email addresses.

One mailed hard copy could be sent to the attention of Jim Tiani to the address found in block 7, page 1 of this RFP. No Hand deliveries or Fax copies will be accepted.

### L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,



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- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

#### L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

- (1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

- (2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to award a single contract to offeror whose proposals meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed no order of importance:

- (1) Technical approach to deliverables and or innovative solution
- (2) Management approach, Past Performance, Service Levels
- (3) Corporate capabilities
- (4) Quality of food. The Evaluation Committee reserved the right to:
  - have offeror deliver sample meals (not to exceed five) for tasting quality check ,
  - inspection on how food will arrive and be kept hot and,
  - on -site visit to your facility to observe food preparation, handling, packaging, and delivering.
- (5) \*Price

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and may award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the House reserves the right to conduct discussions if they are determined to be necessary.